

EXHIBIT 1

UNITED STATES DISTRICT COURT

for the

Eastern District of Texas

ADJUSTACAM LLC

v.

AMAZON.COM, INC., ET AL.

Case No.: 6:10-CV-329-LED

Order granting Motion to Dismiss

BILL OF COSTS

Newegg, Newegg.com & Rosewill[Dkt 720]

Judgment having been entered in the above entitled action on 09/24/2012 against _____,
 Date

the Clerk is requested to tax the following as costs:

Fees of the Clerk	\$ 200.00
Fees for service of summons and subpoena	
Fees for printed or electronically recorded transcripts necessarily obtained for use in the case	8,292.66
Fees and disbursements for printing	
Fees for witnesses (itemize on page two)	0.00
Fees for exemplification and the costs of making copies of any materials where the copies are necessarily obtained for use in the case.	
Docket fees under 28 U.S.C. 1923	
Costs as shown on Mandate of Court of Appeals	
Compensation of court-appointed experts	
Compensation of interpreters and costs of special interpretation services under 28 U.S.C. 1828	
Other costs (please itemize)	
TOTAL	\$ 8,492.66

SPECIAL NOTE: Attach to your bill an itemization and documentation for requested costs in all categories.**Declaration**

I declare under penalty of perjury that the foregoing costs are correct and were necessarily incurred in this action and that the services for which fees have been charged were actually and necessarily performed. A copy of this bill has been served on all parties in the following manner:



Electronic service



First class mail, postage prepaid



Other: _____

s/ Attorney: _____

Name of Attorney: Dana M. HerberholzFor: Defendants Newegg Inc., Newegg.com Inc., and Rosewill, Inc.

Name of Claiming Party

Date: 10/11/2012**Taxation of Costs**

Costs are taxed in the amount of _____ and included in the judgment.

By: _____

Clerk of Court

Deputy Clerk

Date

Witness Fees (computation, cf. 28 U.S.C. 1821 for statutory fees)

NAME , CITY AND STATE OF RESIDENCE	ATTENDANCE		SUBSISTENCE		MILEAGE		Total Cost Each Witness
	Days	Total Cost	Days	Total Cost	Miles	Total Cost	
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
					TOTAL		\$0.00

Section 1924, Title 28, U.S. Code (effective September 1, 1948) provides:

“Before any bill of costs is taxed, the party claiming any item of cost or disbursement shall attach thereto an affidavit, made by himself or by his duly authorized attorney or agent having knowledge of the facts, that such item is correct and has been necessarily incurred in the case and that the services for which fees have been charged were actually and necessarily performed.”

“A bill of costs shall be filed in the case and, upon allowance, included in the judgment or decree.”

RULE 54(d)(1)

Unless a federal statute, these rules, or a court order provides otherwise, costs — other than attorney's fees — should be allowed to the prevailing party. But costs against the United States, its officers, and its agencies may be imposed only to the extent allowed by law. The clerk may tax costs on 14 day's notice. On motion served within the next 7 days, the court may review the clerk's action.

(d) Additional Time After Certain Kinds of Service.

RULE 58(e)

Ordinarily, the entry of judgment may not be delayed, nor the time for appeal extended, in order to tax costs or award fees. But if a timely motion for attorney's fees is made under Rule 54(d)(2), the court may act before a notice of appeal has been filed and become effective to order that the motion have the same effect under Federal Rule of Appellate Procedure 4(a)(4) as a timely motion under Rule 59.

Fees of the Clerk

Date	Firm/party	Category	Description	Amount
1/26/11	Parsons Behle & Latimer	Filing Fee	Pro Hac Vice Application (Chris Cuneo)	\$100
8/3/12	Tyler Yarbrough	Filing Fee	Pro Hac Vice Application (Robert Matson)	\$100
Total				\$200.00

Fees re printed/electronically recorded transcripts

Date	Firm/party		Description	Amount
8/13/2012	Parsons Behle & Latimer	Deposition Transcription	Deposition of Ryan Sullivan	\$1064.55
8/13/2012	Parsons Behle & Latimer	Deposition Transcription	Deposition of David Krekelberg	\$254.00
8/17/2012	Parsons Behle & Latimer	Deposition Transcription	Deposition of John Hamilton	\$455.81
8/22/2012	Parsons Behle & Latimer	Deposition Transcription	Deposition of Richard Klopp	\$961.50
8/24/2012	Parsons Behle & Latimer	Deposition Transcription	Deposition of John Muskivitch	\$2,204.95
8/28/2012	Parsons Behle & Latimer	Deposition Transcription	Deposition of Walter Bratic	\$2,101.15
8/30/2012	Parsons Behle & Latimer	Deposition Transcription	Deposition of Clayton Haynes	\$1,250.70
Total				\$8,292.66

GENERAL

1. Parties. "Seller" means Esquire Deposition Solutions, ("Esquire") and "Buyer" means Esquire's client, attorney and law firm as well as the client that the attorney or law firm is representing, jointly and severally.
2. These terms and conditions (the "Terms and Conditions") supersede all prior representations or arrangements and contain the entire agreement between the parties in connection with Esquire Deposition Solutions products and services. Seller's acceptance of Buyer's order and sale of the products and services to Buyer are expressly conditioned upon Buyer's assent to these Terms and Conditions of Sale and any and all other terms and conditions, claimed to be expressed or implied, are excluded. Esquire Deposition Solutions hereby expressly objects to and rejects any and all additional or different terms contained in any other documents submitted by Buyer in connection with the sale of the products. Any conduct by Buyer which recognizes the existence of a contract between Seller and Buyer, including, without limitation, acceptance of delivery of or payment for the Products and Services shall be conclusive evidence of Buyer's assent to these Terms and Conditions.
3. No subsequent document, purchase order, or conduct, including acts or verbal statements of any buyer shall purport to modify these Terms and Conditions.
4. For further information regarding our pricing policy go to: www.esquiresolutions.com/services

CREDIT AND PAYMENT TERMS

1. Credit terms, if any, both as to time and amount, may be limited or revoked by Seller at any time without prior notice and thereafter the price of all or any part of Products delivered or to be delivered shall be payable in accordance with such limited credit terms, or, at Seller's option, in cash before shipment or on or after acceptance of delivery ("COD"). In circumstances described in Section 6(a), all unpaid balances owing to Seller from Buyer shall become immediately due and payable.
2. The Buyer agrees to pay for all services and products according to the terms established by the creditor in response to his order. No terms and conditions of any invoice or purchase order which differ from the terms so established by the creditor will govern the relationship between the parties.
3. The client agrees that all amounts payable on or before the due date as shown on each invoice will be paid, and if not paid on or before said date, are then delinquent. Client further agrees that any amount which is not paid when due shall be subject to an interest charge of 1.5% per month or the highest rate allowed by applicable law, until paid in full.
4. The customer agrees to be responsible for all collections costs and attorney's fees in the event Esquire is forced to place the account for collection with an outside agency. If the collection is handled in-house by Esquire, customer agrees to be responsible for the in-house time and costs incurred which will be billed at the rate of \$50.00 per hour.
5. A \$35 handling fee will be assessed to checks returned for insufficient funds.

SOLVENCY

1. The client represents that, as of the date of its order or scheduled deposition, it is solvent, able to pay its debt as they come due and has not filed, nor is it subject of any petition of bankruptcy or for reorganization under any federal or state bankruptcy law. Should the foregoing representation become false at any time during the course of a business relationship between the client and the creditor or while the client owes any amount to the creditor, client agrees to immediately notify Esquire of all facts surrounding such occurrences.
2. The client authorizes Esquire to obtain a written or oral credit report from any credit reporting agency. In addition, the client further authorizes any bank or commercial business with whom the client is doing or has done any type business to give any and all necessary information to Esquire which will assist the creditor in the investigation. The client further authorizes the creditor to reinvestigate the client's credit status from time to time as the creditor deems necessary.

GOVERNING LAW

1. The Contract, including, without limitation, these Terms and Conditions, shall be governed by and construed in accordance with law of the State of New Jersey.
2. The Buyer agrees that the jurisdiction and venue for all disputes under this invoice will be New Jersey.

MISCELLANEOUS

1. Buyer may not assign its rights under the contract without Seller's prior written consent.
2. Failure by seller at any time or times to require strict performance of any provision hereof shall not be considered to be a waiver of Seller's rights with respect to such breach or any succeeding breach of such provision or any other provision of these Terms and Conditions.
3. If any provision of these Terms and Conditions or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of such Terms and Conditions or the application of such provision to person or circumstances other than those to which it was held to be invalid or unenforceable shall not be affected thereby and shall be valid and be enforceable to the fullest extent permitted by law.
4. Except where it is specified that a price stated is "firm", all prices are subject to change and orders will be invoiced at Seller's prices prevailing at the time the deposition is taken. All accounts are payable in U.S. funds, free of exchange, collection or other charges, in cases where price for Products include shipping costs, any increase in such shipping costs shall be for Buyer's account and Buyer agrees to pay Seller such increases.
5. All applicable sales and use taxes, or any other taxes or charges imposed now or in the future by any federal, state, foreign or local authority upon the production, sale, or transportation of the Products shall be for the account Buyer.

Disclaimer

Attorney is responsible for payment of all charges incurred. Payment due by "Payment Due" date shown on invoice. Transcript package typically includes transcript/word index, exhibits, appearance fee, condensed transcript, litigation support disk, deposition summary, shipping, video charges and may include other service charges based on job or region. Some services and rates may vary by job or region. Please contact your local office for specific detail and questions.

W9

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with
EsquireConnect**

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Save time — and paper — by viewing and
paying your invoices online. Simply login to
EsquireConnect.net or call your local sales
representative to learn more.

INVOICE



Robert A. Matson
Parsons, Behle & Latimer
201 South Main Street
Suite 1800
Salt Lake City UT 84111

Invoice No.	Invoice Date	Job No.
79023***	8/30/2012	65935
Job Date	Case No.	
8/13/2012	6:10-CV-329	
Case Name		
AdjustaCam v. Amazon.com		
Payment Terms		
COD - Prepayment Required		

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:

David Krekelberg	254.00
Attendance	2.00 Hour(s)
Read & Sign	
Word Index (paper)	
Electronic transcript (PDF) - Full & Condensed	
Exhibit - Scanned (.pdf)	12.00 Page(s)
TOTAL DUE >>>	\$254.00

Due to increases in nonpayment of ordered/delivered transcripts, we have regrettably had to institute a policy of pre-prepayment. Please contact our office manager, Val Travers, to arrange payment & delivery.

Email: valtravers@paradigmreporting.com
Phone: 612-339-0545 Fax: 612-337-5575

Paradigm Reporting & Captioning: Your connection to innovative professionals delivering superior court reporting and captioning services. Visit our website at www.paradigmreporting.com

Tax ID: 27-2387122

Phone: 801-532-1234 Fax:

Please detach bottom portion and return with payment.

Robert A. Matson
Parsons, Behle & Latimer
201 South Main Street
Suite 1800
Salt Lake City UT 84111

Job No. : 65935 BU ID : 11-OOT
Case No. : 6:10-CV-329
Case Name : AdjustaCam v. Amazon.com
Invoice No. : 79023*** Invoice Date : 8/30/2012
Total Due : \$254.00

Remit To: **Paradigm Reporting & Captioning**
1400 Rand Tower
527 Marquette Avenue South
Minneapolis MN 55402

PAYMENT WITH CREDIT CARDCardholder's Name: Peter M. MidgleyCard Number: [REDACTED]Exp. Date: [REDACTED] Phone#: 801-532-1234Billing Address: 201 S. Main St., #1800, Salt Lake City, UTZip: 84111 Card Security Code: [REDACTED]Amount to Charge: 254.00

Cardholder's Signature: _____

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2. These terms and conditions (the "Terms and Conditions") supersede all prior representations or arrangements and contain the entire agreement between the parties in connection with Esquire Deposition Solutions products and services. Seller's acceptance of Buyer's order and sale of the products and services to Buyer are expressly conditioned upon Buyer's assent to these Terms and Conditions of Sale and any and all other terms and conditions, claimed to be expressed or implied, are excluded. Esquire Deposition Solutions hereby expressly objects to and rejects any and all additional or different terms contained in any other documents submitted by Buyer in connection with the sale of the products. Any conduct by Buyer which recognizes the existence of a contract between Seller and Buyer, including, without limitation, acceptance of delivery of or payment for the Products and Services shall be conclusive evidence of Buyer's assent to these Terms and Conditions.
3. No subsequent document, purchase order, or conduct, including acts or verbal statements of any buyer shall purport to modify these Terms and Conditions.
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paying your invoices online. Simply login to
EsquireConnect.net or call your local sales
representative to learn more.

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paying your invoices online. Simply login to
EsquireConnect.net or call your local sales
representative to learn more.

INVOICE

TALTY COURT REPORTERS, INC.
 2131 The Alameda, Suite D
 San Jose, CA 95126
 Phone:408-244-1900 Fax:408-244-1374

Invoice No.	Invoice Date	Job No.
161619	9/6/2012	87959
Job Date	Case No.	
8/24/2012	6:10-CV-329-LED	
Case Name		
Adjustacam LLC vs. Amazon.com, Inc., et al.		
Payment Terms		
Due upon receipt		

Dana M. Herberholz
 Parsons Behle & Latimer
 960 Broadway, Suite 250
 Boise, ID 83706

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:

John Conrad Muskivitch, Ph.D.

Exhibit

Hourly

After 5 PM Hourly

	1,648.00
577.00 Pages	201.95
8.00 Hours	280.00
1.50	75.00

TOTAL DUE >>> \$2,204.95

Thank you; we appreciate your business!

(-) Payments/Credits:	2,204.95
(+) Finance Charges/Debits:	0.00
(=) New Balance:	0.00

Tax ID: 94-2232944

Please detach bottom portion and return with payment.

Dana M. Herberholz
 Parsons Behle & Latimer
 960 Broadway, Suite 250
 Boise, ID 83706

Job No. : 87959 BU ID : 1-TALTY
 Case No. : 6:10-CV-329-LED
 Case Name : Adjustacam LLC vs. Amazon.com, Inc., et al.

Invoice No. : 161619 Invoice Date : 9/6/2012
Total Due : \$0.00

Remit To: **TALTY COURT REPORTERS, INC.**
2131 The Alameda, Suite D
San Jose, CA 95126

PAYMENT WITH CREDIT CARD



Cardholder's Name: _____

Card Number: _____

Exp. Date: _____ Phone#: _____

Billing Address: _____

Zip: _____ Card Security Code: _____

Amount to Charge: _____

Cardholder's Signature: _____

INVOICE

Worldwide Court Reporters, Inc.
3000 Wesleyan, Suite 235
Houston TX 77027
Phone:(713)572-2000 Fax:(713)572-2009

Invoice No.	Invoice Date	Job No.
110398	9/5/2012	41044
Job Date	Case No.	
8/28/2012	6:10-CV-329-LED	
Case Name		
Adjustacam L.L.C. Vs. Amazon.com, Inc., et al		
Payment Terms		
Due upon receipt		

Dana M. Herberholz
PARSONS BEHLE & LATIMER
960 Broadway Ave., Suite 250
Boise ID 83706

ORIGINAL & 1 COPY OF THE TECHNICAL DEPOSITION OF:

Walter Bratic

	2,101.15
TOTAL DUE >>>	\$2,101.15
(-) Payments/Credits:	2,101.15
(+) Finance Charges/Debits:	0.00
(=) New Balance:	\$0.00

Tax ID: 74-2175895

Phone: 208-562-4900 Fax:208-562-4901

Please detach bottom portion and return with payment.

Dana M. Herberholz
PARSONS BEHLE & LATIMER
960 Broadway Ave., Suite 250
Boise ID 83706

Invoice No. : 110398
Invoice Date : 9/5/2012
Total Due : \$0.00

Remit To: **Worldwide Court Reporters, Inc.**
3000 Wesleyan, Suite 235
Houston TX 77027

Job No. : 41044
BU ID : 1-HOU
Case No. : 6:10-CV-329-LED
Case Name : Adjustacam L.L.C. Vs. Amazon.com, Inc., et al

United American Reporting...

1201 Elm Street, Suite 5220

Dallas, TX 75270

Phone: (214) 855-5300 Fax: (214) 855-1478

Job Date: 08/30/2012

Order Date: 08/30/2012

DB Ref.#:

Date of Loss: / /

Your File #: 19893.003

Your Client:

Invoice

Invoice #: 104546

Inv.Date: 09/11/2012

Balance: \$0.00

Bill To:

Ms. Dana M. Herberholz
Parsons Behle & Latimer
960 Broadway Avenue, Suite 250
Boise, ID 83706

Action: **AdjustaCam**

VS

Amazon.comAction #: **6:10-cv-000329-L**Rep: **DBJ**Cert: **672**

Item	Proceeding/Witness	Description	Amount
1	Clayton Haynes	Deposition of	\$1,250.70
Comments:			Sub Total
			\$1,250.70
			Shipping
			\$0.00
			Tax
			N/A
			Total Invoice
			\$1,250.70
			Payment
			\$1,250.70
			Balance Due
			\$0.00
Federal Tax I.D.: 75-2094916		Terms: Net 30 Days	

Please KEEP THIS PART for YOUR RECORDS.

Please FOLD then TEAR HERE and RETURN THIS PART with PAYMENT.

Bill To:

Ms. Dana M. Herberholz
Parsons Behle & Latimer
960 Broadway Avenue, Suite 250
Boise, ID 83706

Deliver To:

Ms. Dana M. Herberholz
Parsons Behle & Latimer
960 Broadway Avenue, Suite 250
Boise, ID 83706

Invoice

Invoice #: 104546

Inv.Date: 09/11/2012

Balance: \$0.00

Job #: 120830DBJ

Job Date: 08/30/2012

DB Ref.#:

Date of Loss: / /

Your File #: 19893.003

Your Client:

Phone: (214) 855-5300

Fax: (214) 855-1478

United American Reporting Services, Inc.

1201 Elm Street, Suite 5220

Dallas, TX 75270